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Towel Bars in various sizes,  
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MERCHANDISE DEPT.**  
Masonic Temple, : : KAHULUI.

ALOHA LODGE NO. 3 KNIGHTS  
OF PYTHIAS.



Regular meetings will be held at the Knights of Pythias Hall Wailuku on Saturday, August 1, 15, 29.  
All visiting members are cordially invited to attend.

J. H. NELSON, C. C.  
D. H. CASE, K. OF R. & S.

tf.

LODGE MAUI, No. 984, A. F. & A. M.



Stated meetings will be held at Masonic Hall, Kahului, on the first Saturday night of each month at 7.30 P. M.

Visiting brethren are cordially invited to attend.  
D. C. LINDSAY R. W. M.  
BENJAMIN WILLIAMS, Secretary.

t. f.

## Files Big Damage Suit

Contractor Waldeyer Sues Wailuku Sugar Co.

Contractor Carl Waldeyer filed a damage suit against the Wailuku Sugar Company in the Circuit Court on Wednesday of this week.

A brief summary of the most important allegations are as follows:

On Feb. 15th, 1905 plaintiff and defendant signed a contract for the construction of five tunnels, each 2500 ft. long, in the Waikapu, Iao and Waihee valleys. All said tunnels to be for the purpose of developing under-ground water.

The plaintiff was to furnish all machinery, equipment and supplies with the exception of "T" rails. The defendant was to furnish "all track equipment, consisting of "T" rails, and was to deliver to the tunnel camps all equipments and supplies necessary to the completion of the work." The tunnels were to be at points said valleys selected by plaintiff, and approved by defendant.

On March 1st, 1905 plaintiff and defendant signed another contract to dig four tunnels, aggregating in length 6500 feet, on Section 1 of the New Waihee Ditch.

Under the first count, taking up the contract of Feb. 15, 1905, the plaintiff alleges:

First: (a) The defendant failed, refused and neglected to examine, pass upon, and approve the sites selected for the two tunnels in Waihee valley from June 15th, 1905, until Oct. 26th, 1905.

(b) The defendant, failed refused and neglected to deliver supplies to Waihee Valley, until April, 1906, and thereafter at divers times failed to deliver supplies.

(c) That defendant failed to transport supplies, consisting in part of powder, fuse provisions and other supplies, to Waihee Valley for a long period of time, but hauled said supplies to the end of a wagon road about five miles from said tunnel camp, and there allowed the said supplies to remain; whereupon plaintiff was compelled to protect and guard the supplies and provide houses for the storing of same, and was further compelled to convey the supplies to said tunnel camp. That it was not until on or about the 15th day of Sept. 1906, that defendant began to deliver said supplies to the tunnel camp.

(b) That defendant utterly failed neglected and refused to furnish track equipment, consisting of "T" rails, to the tunnels in Waihee Valley, making it necessary for plaintiff to construct the said tunnels by hand work, and to wheel the waste material therefrom in wheel barrows.

Plaintiff says that immediately after the execution of said contract he procured air compressors, machine drills, mining cars, and tools and supplies necessary to inaugurate the work of constructing said tunnels, but by reason of defendants failure to furnish and deliver "T" rails to the tunnel camp in Waihee Valley, plaintiff was unable to use machinery in constructing said tunnels.

That in consequence of the said acts of defendant, plaintiff has suffered damage and loss in the sum of \$6000.00 in constructing the tunnels in Waihee Valley.

Second: (a) The allegations in this section refer to the tunnel in Waikapu valley, and the same general complaint is made about the failure to deliver supplies promptly, and further that "defendant did furnish crooked, rotten, light and imperfect rails, entirely inadequate and unsuitable for use in constructing said tunnels, . . . . and the defendant was dilatory in delivering rails, . . . . thereby delaying the construction of said tunnel, . . . . to the plaintiffs loss and damage in the sum of \$3225.00.

Third: "That the plaintiff procured, and had at Wailuku for de-

livery to the said tunnel camps at Iao valley, all necessary supplies, machinery and equipment, other than track equipment, necessary for the construction of said tunnels."

The complaint then alleges a failure on part of defendant to deliver with proper dispatch, these supplies and further alleges that: "the defendant furnished old, crooked, rotten, and imperfect rails, of various and unsuitable lengths and of such light weight as to be wholly unsuitable and inadequate for use in the construction of said tunnels."

The plaintiff claims damages in Iao of \$6750.00

Fourth: Under this section plaintiff alleges that defendant, in violation of stipulations contained in contract, "let to others, without giving this plaintiff refusal thereof, contracts for the digging and construction of other tunnels for the development of water, to plaintiffs damage and injury in the further sum of \$5000.00."

That by all of said acts aforesaid so committed by the defendant, in violation of the terms of said contract of February 15, 1905, this plaintiff has been damaged in the sum of \$24,975.00.

### SECOND COUNT.

The second count refers to the contract of March 1st, 1905, for the construction of four tunnels on Sec. 1, of the New Waihee Ditch.

This is a such more lengthy and complicated complaint than the first count.

Plaintiff claims that he immediately commenced work on the tunnels, after the signing of the contract, and performed all the stipulations and conditions of the contract, "except when hindered from so doing by the acts of defendant, acting by and through its Manager and Chief Engineer, as hereinafter complained of and shown."

The plaintiff claims that during the month of July, 1905, the defendant "intervened between the plaintiff and his said sub-contractors; made unwarranted and unnecessary complaints about the work done, without any foundation therefor, and by false representations and statements endeavored to, and did, make the sub-contractors believe that this plaintiff was acting dishonestly with the said sub-contractors, and improperly classifying the work done by them."

The plaintiff also alleges that these acts complained of continued during the months of July and August, 1905, in spite of the oral and written protests of plaintiff, "All of which defendant did for the purpose of creating dissatisfaction among the said sub-contractors and their employees."

The plaintiff then alleges that the defendant, by the above acts, so completely demoralized the working crews, that he, the plaintiff, was compelled, on August 16th 1905, to terminate and cancel all sub-contracts.

The plaintiff then states that he offered the sub-contractors day work, at a high rate of wages, and promised them, that they would be paid in full for all work completed under the sub-contracts, "as soon as the said work had been passed on and approved by the defendant, through its Engineer in Chief, as provided for in the said sub-contracts."

The plaintiff then alleges that the defendant was notified of this action, and was requested to "immediately inspect and pass on all of the tunneling so far constructed by the said sub-contractors, so that the said sub-contractors could be paid in full, and work resumed without delay."

The plaintiff claims that defendant promised to do this within a reasonable time, but that defendant did not do this, "but instead, took advantage of the situation to vex, harass and annoy the plaintiff, and the said sub-contractors, with the object, as plaintiff believes and therefore alleges and avers, of securing from plaintiff a cancellation of said contract of March 1st, 1905, so that defendant could save large sums of money by prosecuting the work

for a cheaper price than that provided for in said contract."

Plaintiff further alleges: "That from the 16th day of August, 1905, the date of the cancellation of the sub-contracts, to the 12th day of Oct. 1905, defendant failed and refused, as aforesaid, to pass on and approve said tunnel work, and failed and refused to point out the alleged defective work in the said tunnels. That on the said 12th day of Oct. 1905, the defendant, demanded of plaintiff that he forfeit to it the sum of \$500.00; the defendant agreeing, in exchange for the \$500.00 to be forfeited to it by the plaintiff, to give plaintiff a written acceptance of all tunneling constructed to date. The defendant threatened that if plaintiff refused to agree to said forfeiture, of the said \$500.00, that defendant would make no more payments to plaintiff, on account of any amounts due plaintiff for said tunneling work to date, and would make no more payments on account of any further work on said tunnels.

The plaintiff, owing large sums to various creditors, and being otherwise in a crippled financial condition, caused wholly and solely by acts of the defendant, herein complained of and shown, and compelled, to save himself from immediate bankruptcy, to acquiesce and consent to this unjust and illegal demand on the part of defendant."

Plaintiff then says defendant repudiated its written agreement to permit of sub-contracting, and "notified plaintiff that he had no authority to let further subcontracts, and made this statement known among all responsible Japanese contractors, thus preventing plaintiff from securing reliable labor. . . . . All of which defendant did for the purpose of creating dissatisfaction and distrust among employees of plaintiff."

"Plaintiff says that all of said acts were wantonly, wilfully and maliciously done, . . . . by reason of all of which this plaintiff was damaged, and sustained damage, to the sum and amount of \$10,404.86."

Wherefor plaintiff prays . . . . . that plaintiff may have judgment against the defendant in the sum of \$35,379.86, with interest and costs.

### Humphreys Claims All Cases are Federal.

Honolulu, September 8.—A. S. Humphreys, attorney for Blanche Martin, has filed a 15 page brief in the Supreme Court, in which he argues that the Territorial statutes covering certain social crimes, are superseded by Federal laws on the same subjects.

Humphreys quotes a number of cases to support the position assumed by him, and concludes his argument by saying: "If it be said, as was said by the Supreme Court of Wyoming, and as was said on the argument of this case, in the lower court, that he 'Alaska Cases' herein cited, are not in point, because Alaska possesses no legislative power \* \* \* our reply is that, when the Organic Act was enacted, neither did Hawaii possess any legislative authority. At that time, its legislative power was eclipsed—wrapped in ancient ceremonial and stiff in the stony sarcophagus of bygone days, and so remained, from the adoption of the Newland's Resolution, July 7, 1898, until the Organic Act became effective, June 14, 1900. We submit that the decision of the Circuit Judge, in this case, should not be taken seriously, as he, in effect, holds that none of the laws of the United States, except the 'Alien Labor Laws,' are in force in this Territory, wholly ignoring the provision of section 5 of the Organic Act, which extends to Hawaii all applicable laws of the United States."

Do not throw away your old books. Send them to the Maui Publishing Co., Printers and Book-binders.

### IN THE CIRCUIT COURT OF SECOND CIRCUIT, TERRITORY OF HAWAII.

In Probate—At Chambers.

In the Matter of the Estate of Sarai K. Aluli late of Wailuku Maui, deceased.

Notice is hereby given that the undersigned was on the 1st day of June, 1908, by order of the Honorable A. N. Kepoikai, Judge of the Circuit Court of the Second Circuit, duly appointed Administrator of the Estate of Sarai K. Aluli, late of Wailuku Maui, deceased.

All persons having claims against said Estate or said deceased are hereby notified to present the same, duly authenticated with the proper vouchers if any exist, even if secured by mortgage on real estate, to the undersigned at Hilo, Hawaii, care of County Attorney's Office, within six (6) months from the date of this notice said date being the date of the first publication thereof, otherwise all such claims not so presented will be forever barred.

July 10, 1908.

N. W. ALULI,  
Administrator, Estate of Sarai K. Aluli.  
Aug. 29, Sept. 5, 12, 19, 26.

### ADVISORY LAND LAW COMMISSION.

Any and all persons interested in the subject of legislation affecting the Public Lands of the Territory of Hawaii, are invited and requested to forward suggestions to the chairman of Advisory Land Law Commission, 209 Judd Building, Honolulu. A full and free discussion is recommended, and the Commission is especially desirous of obtaining the sentiment of the public at the earliest possible date, as the report of the Commission is due November 1st, 1908.

A. LEWIS JR.,  
Chairman Advisory Land Law Commission.

### To Whom it May Concern.

My wife, Mahu Kamakahukilani, having left my bed and board, I will not be responsible for any debts contracted without my written order.

R. N. KAMAKAHUKILANI,  
Wailuku, Maui, August 22, 1908.  
Aug. 22, 29, Sept. 5, 12.

### DR. F. A. ST. SURE

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